

BILL NO. S-72-08-05

SPECIAL ORDINANCE NO. S- Acist

AN ORDINANCE approving a contract with
BERCOT, INC. for Sanitary Sewer Improve-
ment Resolution No. 853-1971.

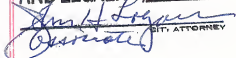
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. The contract approved July 26, 1972, between
the City of Fort Wayne, by and through its Mayor and the Board of
Public Works, and BERCOT, INC. for Sanitary Sewer Improvement
Resolution No. 853-1971 in the area of Butler Road, Butler Court
and Goshen Road for a total cost of \$217,773.65, the City's
estimated share being \$77,078.25, as more specifically set forth
in said contract which is on file in the office of the Board of
Public Works, and is by reference incorporated herein and made a
part hereof, is hereby in all things ratified, confirmed and
approved.

SECTION 2. This Ordinance shall be in full force and
effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Burns seconded by James and duly adopted, read the second time by title and referred to the Committee on City of Utilities (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.

Date: 8-8-72 Charles H. Stetson
CITY CLERK

Read the third time in full and on motion by Burns seconded by Hinga and duly adopted, placed on its passage. Passed (LOST) by the following vote:

AYES	<u>0</u>	NAYS	<u>8</u>	ABSTAINED	<u> </u>	ABSENT	<u>1</u>	to-wit:
Burns	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Hinga	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Kraus	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Nuckols	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Moses	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Schmidt, D.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Schmidt, V.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Stier	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Talarico	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Date 8-22-72 Charles H. Stetson
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. _____ on the _____ day of _____, 19____.

ATTEST: (SEAL) Charles H. Stetson John Nuckols
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 19____-at the hour of _____ o'clock _____ M., E.S.T.

Charles H. Stetson
CITY CLERK

Approved and signed by me this _____ day of _____, 197____ at the hour of _____ o'clock _____ m., E.S.T.

MAYOR

Bill No. S-72-08-05

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with BERCOT, INC. for Sanitary
Sewer Improvement Resolution No. 853-1971

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance ~~DO NOT~~ ^{Do Not} PASS.

Paul "Mike" Burns, Chairman

Eugene Kraus, Jr., Vice-Chairman

Donald J. Schmidt

William T. Hinga

Winfield C. Moses, Jr.

Paul H. Burns
Eugene Kraus Jr.
D.J. Schmidt
William T. Hinga
Winfield C. Moses Jr.



THE CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

July 27, 1972

Mr. David B. Keller
Associate City Attorney
910 Lincoln Bank
Fort Wayne, Indiana

Dear Mr. Keller:

Please prepare an Ordinance to be introduced in the Common Council
Tuesday, August 8, 1972 for the following:

CONTRACT with BERCOT, INC. for Sanitary Sewer Improvement Resolution
No. 853-1971, Neuhaus Ditch Sewer in area of Butler Road, Butler Court
and Goshen Road for \$217,773.65. The City's estimated share is
\$77,078.25 with balance to be handled by Barrett Law System.

Yours truly,

Jerry D. Boswell
Ronald L. Bonar
William G. Williams
BOARD OF PUBLIC WORKS

enc. Copy of Contract

BOARD OF PUBLIC WORKS

July 27, 1972

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Yours truly,

Jerry D. Boswell
Ronald L. Bonar
William G. Williams
BOARD OF PUBLIC WORKS

enc. Copy of Contract

CONTRACT AND BOND

This Agreement, Made and entered into as of the 10th day of

July

1972, by and between

BERCOT, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH. That the party of the first part covenants and agrees to construct
LOCAL SEWER IMPROVEMENT RESOLUTION NO. 853-1971; MODIFIED FOR
ALTERNATE ROUTING

Branch Sewer

Beginning at an existing chamber located $148 \pm$ L.F. South and $50 \pm$ L.F. West of the Southeast corner of Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 27; thence, turning an interior angle of $63^\circ 52'$ and project a distance of $220 \pm$ L.F. West; thence, turning South and projecting a distance of 347 feet; thence, turning an angle of $131^\circ 34'$ South and project a distance of 491 feet; thence, turning an angle of $149^\circ 35'$ and projecting a distance of 1,174 feet; thence, turning an angle of 156° and projecting a distance of 384 feet terminating at a proposed manhole.

Lateral #1

Beginning at a new manhole located $28 \pm$ L.F. of the North right of way of Goshen Road (U.S. Hwy. #33); thence, Northwesterly along said North right of way a distance of 3,218 \pm L.F. terminating at a proposed manhole.

Lateral #1-A

Beginning at a new manhole located $36 \pm$ L.F. South of the Northeast corner of the right of way intersection of Harris and Goshen Roads; thence, North along the East right of way of Harris Road a distance of $1,200 \pm$ L.F. terminating at a proposed manhole.

Lateral #2

Beginning at a new manhole located $27 \pm$ L.F. North and $8 \pm$ L.F. West of the Southwest corner of Lot #1 in Crestwood Addition Amended; thence, turning an angle to the North of 73° and projecting a distance of 450 feet to the right of way of Butler Road; thence, Northeasterly along the South right of way of Butler Road for a distance of 1,034 feet terminating at a proposed manhole.

Lateral #2-A

Beginning at a new manhole located 15 feet North and 5 feet East of the centerline intersection of Butler Road and Butler Court; thence, Northwesterly along the East right of way of Butler Court a distance of $1,094 \pm$ L.F. terminating at a proposed manhole.

Said sewers shall be 27, 10 and 8 inches in diameter.

All located in the Southwest $\frac{1}{4}$ Section 27, Township 31 North, Range 12 East.

day of July 19 72

BERCOT, INC.

By: Paul Bercot

ITS: President

Contractor, party of the first part.

This contract approved by us this 26th day of

July

19 72

BOARD OF PUBLIC WORKS,
Party of the second part.

Mayor

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

BERCOT, INC.

Contractors

as principal and GENERAL INSURANCE COMPANY OF AMERICA OF SEATTLE,
WASHINGTON

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED
AND SIXTY
SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS FIVE CENTS (\$ 217,773.65)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said

BERCOT, INC.

did on the day of enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along (For Description See Page 1)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said BERCOT, INC.

shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 10th day of July 19 72

GENERAL INSURANCE COMPANY OF AMERICA

BERCOT, INC.

(SEAL)

By:

Attorney-in-fact

By:

ITS:

(SEAL)

(SEAL)

Approved this

day of

19 72

Board of Public Works.

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

BERCOT, INC.

as principal and GENERAL INSURANCE COMPANY OF AMERICA, OF SEATTLE,
WASHINGTON

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED
AND SIXTY
SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS FIVE CENTS (\$217,773.65)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully
fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the
sewer as to the workmanship, material and conditions for the period of Three (3) years, according to
the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and
remain in full force and virtue in law and in the event the said City shall extend the time for the com-
pletion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 10th day of July 1972

GENERAL INSURANCE COMPANY OF AMERICA

BERCOT, INC.

(SEAL)

By: *John H. Huffer*
Attorney-in-fact

BY:

Saul Bercot

(SEAL)

IIS:

President

(SEAL)

(SEAL)

Approved this

26th

day of

July

19

72

J. A. Boswell
Ronald B. Boman

Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of
the State of Indiana, that he has complied with Sections, 5, 53, 54 of the Workmen's
Compensation Act, approved March 14, 1929, in accordance with Section 14 of the
Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes
Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

KNOW ALL MEN BY THESE PRESENTS:

That General Insurance Company of America, a Washington corporation, does hereby appoint

-----H. STANLEY HUFF, JR. &/or DONALD F. CAMPBELL, Fort Wayne, Indiana-----

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind General Insurance Company of America thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, General Insurance Company of America has executed and attested these presents

this 15 day of December, 19 67.

J. D. Hammersla SECRETARY

Edna H. Lowery PRESIDENT

CERTIFICATE

Extract from the By-Laws of General Insurance Company of America:

"Article VI, Section 13. -- FIDELITY AND SURETY BONDS . . . the Chairman of the Board of Directors, the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business.

"The power of appointment granted in this paragraph to the officers enumerated may be exercised by each of them severally, regardless of the availability or unavailability of the other officers enumerated. On any instrument making or evidencing such appointment the signatures may be affixed by facsimile.

"On any instrument conferring such authority or on any bond or undertaking of the company the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

I, W. D. Hammersla, Secretary of General Insurance Company of America, do hereby certify that the foregoing is a true and correct copy of Article VI, Section 13 of the By-Laws of said corporation and of a power of attorney executed pursuant thereto and that both said By-Laws and said power of attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 10th day of July, 19 72.



J. D. Hammersla
SECRETARY

S-942 R2 10/67 PRINTED IN U.S.A.

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hole.

Said sewers shall be 27, 10 and 8 inches in diameter.

All located in the Southwest $\frac{1}{4}$ Section 27, Township 31 North, Range 12 East.